

### **AMENDMENTS TO THE DRAWINGS**

The attached sheet of drawings includes changes to Figs. 3-11. These sheets, which include Figs. 3-11, replace the original sheets including Figs. 3-11. The Applicants have amended Figures 3-11 to replace the original screenshots depicted therein with more clearly readable text drawings. The Applicants do not believe that any new matter has been introduced with the amendments to Figures 3-11.

Attachments: replacement sheets

## **REMARKS**

This paper is being filed in response to the Office Action mailed on January 21, 2010 (the "Office Action").

### **STATUS OF THE CLAIMS**

Claims 1, 3-13, and 16-30 are in the Application, of which claims 1, 16, and 29 are in independent form. Claims 2, 14, and 15 were previously canceled. Claims 1, 3, 5, 6, 11-13, 16, 23, 24, 27-29 are amended herein.

In the Office Action, claims 3 and 29-30 stand rejected under 35 U.S.C. § 112 ¶ 2 as purportedly being indefinite. Claims 1, 3-13, and 16-30 stand rejected under 35 U.S.C. § 102 as purportedly being anticipated by U.S. Patent Application Publication No. 2003/0093361 by Yoshida et al. ("Yoshida" hereafter).

The Applicants appreciate the Examiner's thorough examination of the Application and respectfully request reexamination and reconsideration of the claims in view of these amendments and remarks. With these amendments and remarks, the Applicants have addressed all of the issues raised in the Office Action. Therefore, the Applicants submit that the Application is in condition for allowance and respectfully request the same.

### **OBJECTION TO THE DRAWINGS**

The Office Action objects to the drawings, alleging that text depicted therein is difficult to read. The Applicants have provided replacement drawings herewith in compliance with 37 C.F.R. 1.121(d) to replace Figures 3-11. The Applicants have amended Figures 3-11 to replace the original screenshots depicted therein with more clearly readable text drawings. The Applicants do not believe that any new matter has been introduced with the amendments to Figures 3-11.

### **REJECTION CLAIMS 3 AND 29-30 UNDER 35 U.S.C. § 112 ¶ 2**

Claims 3 and 29-30 have been amended to address the lack of antecedent basis for "the event owner," and "the requested service..." See claims 3 and 29 as amended herein.

## AMENDMENTS TO THE CLAIMS

Claim 1 has been amended to recite:

“A method for facilitating an exchange of a service or tangible, non-monetary asset for use in an event for two or more sponsorship opportunities at the event, the method comprising:

recording a request for at least one service or tangible, non-monetary asset for use in an event to be attended by a plurality of attendees, the request having a fulfillment cost related to the event, wherein the request is received using a computing device;

receiving at a computing device, a sponsorship offer comprising **two or more sponsorship opportunities** selected from a plurality of sponsorship opportunities available at the event, the two or more sponsorship opportunities to be given to a provider of the requested service or tangible, non-monetary asset to defray at least a portion of the fulfillment cost of the requested service or tangible, non-monetary asset, **wherein at least one of the two or more sponsorship opportunities comprises branding a tangible item distributed to the event attendees;**

using a computing device to associate the request with the sponsorship offer; and

making the request and the associated sponsorship offer available to one or more potential providers of the requested service or tangible, non-monetary asset using a computing device, the request and associated sponsorship offer **indicating each of the at least one service or tangible, non-monetary asset, the two or more sponsorship opportunities available at the event, and the portion of the fulfillment cost of the at least one service or tangible, non-monetary asset to be defrayed by the two or more sponsorship opportunities.**” Emphasis added; *also see* claims 16 and 29.

The disclosure teaches the features recited in the claims as amended herein.

The disclosure teaches “live” events, such as “marketing, sales, technical, or other business event[s]” which are attended by an audience at a venue. Application Abstract, [0004], [0159], and [0161], *also see* Figures 5A-5C (*e.g.*, Figure 5C discusses the “usage of attendee database”). The nature of the events taught in the disclosure gives rise to unique sponsorship opportunities, such as opportunities to co-brand the event venue, engage in joint marketing activities at the event, brand tangible items distributed to attendees (*e.g.*, programs, promotional material, etc.), the ability to distribute tangible items to event attendees, and so on. See Figures 5A-5C; *also see* Application [0004] and [0028]. Accordingly, the disclosure teaches that the sponsorship offer may include a plurality (two or more) sponsorship opportunities to be given to the provider of a service or tangible, non-monetary asset. *Id.* (“The sponsorship offer can include an

array of sponsorship opportunities.”) Application [0028]; emphasis added. Once the event owner has identified the requested service and/or tangible, non-monetary asset and corresponding sponsorship offer(s), the disclosure teaches providing the request and sponsorship offer (including indications of the two or more sponsorship opportunities to be given to the provider) to one or more potential providers of the service or asset. See Application [0024], [0028]-[0032]; *also see* Figs. 1A-1C.

### **REJECTION OF CLAIMS 1, 3-13, AND 16-30 UNDER 35 U.S.C. § 102**

The Applicants respectfully traverse the rejection of claims 1, 3-13, and 16-30 under 35 U.S.C. § 102. A claim is properly anticipated under 35 U.S.C. § 102 only if “each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” MPEP § 2131, *citing* Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628 at 631 (Fed. Cir. 1987); emphasis added. “The identical invention must be shown in as complete detail as is contained in the . . . claim.” MPEP § 2131, *citing* Richardson v. Suzuki Motor Co., 868 F.2d 1226 at 1236 (Fed. Cir. 1989); emphasis added. Accordingly, all of the limitations must be arranged or combined in the same way as recited in the claim. Net Money!N Inc. v. VeriSign Inc., 88 USPQ2d 1751 (Fed. Cir. 2008).

Yoshida fails to disclose each and every element set forth in the claims as amended herein; Yoshida fails to disclose at least: “a sponsorship offer comprising two or more sponsorship opportunities,” “wherein at least one...sponsorship opportunit[y] comprises branding a tangible item distributed to the event attendees,” and/or “making the request and associated sponsorship offer available to one or more potential providers” as recited in the claims. See claims 1, 16, and 29.

### ***YOSHIDA FAILS TO DISCLOSE A SPONSORSHIP OFFER COMPRISING TWO OR MORE SPONSORSHIP OPPORTUNITIES***

Claim 1 has been amended to recite, “receiving at a computing device, a sponsorship offer comprising two or more sponsorship opportunities selected from

a plurality of sponsorship opportunities available at the event...” Emphasis added; *also* see claims 16 and 29.

In contrast, Yoshida discusses a “broadcast business operator” requesting sponsorship of a “video program.” Yoshida [0005], [0223]. In exchange for sponsorship, Yoshida includes information relating to the service or product in “auxiliary data to be associated with respective scenes of the picture program.” Yoshida [0231]; *also* see [0234] and [0236]. The auxiliary data may be displayed to home viewers using a set-top-box or the like. See Yoshida [0243], Figs. 1 and 46-56. Accordingly, and in contrast to the claims, Yoshida appears to discuss only one type of sponsorship opportunity (inclusion in the “auxiliary data”), which is given to all sponsors of the video program. *Id.* Since all sponsors receive the same “opportunity,” Yoshida Figures 4-6 (referenced in the Office Action) do not specify and/or identify a particular sponsorship opportunity, much less specify two or more sponsorship opportunities as recited in the claims. *Also* see Yoshida [0319]-[0324] and [0327]-[0329]. Moreover, since all Yoshida sponsors appear to receive the same benefit, Yoshida would have no reason to include the recited sponsorship opportunity information.

The Office Action purports that Yoshida discusses “conditions for sponsorship,” which include:

“commodities or services, quantity, date and time of execution or use, site of use of delivery, amount, condition of use, conditions of distribution, items are to be entered in desired amount, prices for furnishment of the commodities or services...” Yoshida [0322]; cited in Office Action pg. 5; *also* see [0017] and [0076].

Although Yoshida may discuss conditions for sponsorship, this is not what is claimed. The claims not only recite a “request for at least one service or tangible, non-monetary asset,” but also “two or more sponsorship opportunities to be given to a provider of the requested service or tangible, non-monetary asset.” Claim 1; emphasis added; *also* see claims 16 and 29. The “conditions” discussed in Yoshida appear to define the responsibilities of the provider of a service or product, and are not sponsorship opportunities to be given to the provider as recited in the claims. Moreover, and as discussed above, since Yoshida only appears to contemplate a single type of benefit for sponsorship (inclusion in auxiliary data), Yoshida does not include

sponsorship opportunity information in a request (nor would Yoshida have any reason to do so). See Yoshida Figures 4-6; *also* see Yoshida [0319]-[0324] and [0327]-[0329]. Therefore, the Applicants respectfully submit that Yoshida fails to teach or suggest “receiving...a sponsorship offer comprising two or more sponsorship opportunities...” as recited in the claims. *Id.*

***YOSHIDA FAILS TO DISCLOSE A SPONSORSHIP OPPORTUNITY  
COMPRISING BRANDING A TANGIBLE ITEM DISTRIBUTED TO THE EVENT  
ATTENDEES***

As discussed above, the disclosure teaches exchanging sponsorship opportunities to defray the fulfillment cost of a service and/or tangible, non-monetary asset for use in an event occurring at a venue and to be attended by a plurality of attendees. See Application Abstract, [0004], [0161]. The disclosure teaches numerous examples of sponsorship opportunities tailored to such events, including branding tangible items distributed to the event attendees and/or distribution of tangible items to event attendees. See Application Figs. 5A-5C; *also* see [0028]. The claims have been amended to clarify these features, specifically, claim 1 recites:

“receiving at a computing device, a sponsorship offer **comprising two or more sponsorship opportunities** ...wherein at least one of the two or more sponsorship opportunities **comprises branding a tangible item distributed to the event attendees**.” Emphasis added; *also* see claim 29.

Claim 16 recites:

“wherein at least one of the two or more sponsorship opportunities comprises an **opportunity to distribute tangible items to the event attendees**” Emphasis added; *also* see claim 29.

By contrast, and as discussed above, Yoshida discusses only a single type of sponsor benefit; Yoshida indicates that sponsors of the “video program” are included in auxiliary data of the video program. Yoshida [0231]; *also* see [0234], [0236]. The Applicants do not believe that inclusion in auxiliary data teaches or suggests, “branding a tangible item distributed to the event attendees” and/or “distributing a tangible item distributed to the event attendees” as recited in the claims.

***YOSHIDA FAILS TO DISCLOSE MAKING THE REQUEST AND SPONSORSHIP OFFER AVAILABLE TO ONE OR MORE POTENTIAL PROVIDERS AS RECITED IN THE CLAIMS***

The disclosure teaches that an event owner may offer any number of different sponsorship opportunities to the provider of a service or tangible, non-monetary asset. (“The sponsorship offer can include an array of sponsorship opportunities (the variety or potential opportunities would be limited only by a marketer’s imagination in the context of the event or event owner)...”). Application [0028]; emphasis added; *also* see Figures 5A-5C, which show numerous examples of different sponsorship opportunities. Since the disclosure contemplates a wide array of different sponsorship opportunities, the particular set of sponsorship opportunities offered in connection with a particular request are included in the “request and associated sponsorship offer” available to potential providers. See Figs. 1A-1C; *also* see Application [0022]-[0028]. The claims have been amended to clarify these features; claim 1 recites:

“making the request and the associated sponsorship offer available to one or more potential providers...the request and associated sponsorship offer indicating each of the at least one service or tangible, non-monetary asset, the two or more sponsorship opportunities available at the event, and the portion of the cost of the at least one service or tangible, non-monetary asset to be defrayed by the two or more sponsorship opportunities.” Emphasis added; *also* see claims 16 and 29.

In contrast to the claims, and as discussed above, in Yoshida every sponsor appears to receive the same type of “opportunity,” inclusion in “auxiliary data.” Yoshida [0231]; *also* see [0234], [0236]. Since all of the Yoshida providers stand to receive the same benefit, Yoshida does not appear to communicate indications of “sponsorship opportunities” to potential sponsors as recited in the claims. For example, Yoshida Figures 4-6, [0319]-[0324], and [0327]-[0329] discuss the responsibilities of a provider of a good or service, but do not include indications of a “sponsorship opportunity available at [an] event,” much less “two or more sponsorship opportunities,” as recited in the claims. See claims 1, 16, and 29. Moreover, since all sponsors receive the same “sponsorship opportunity,” Yoshida would have no motivation to indicate, “the two or

more sponsorship opportunities available at the event” with a request as recited in the claims. See claims 1, 16, and 29.

### ***YOSHIDA FAILS TO ANTICIPATE THE CLAIMS***

As illustrated above, Yoshida fails to disclose, “a sponsorship offer comprising two or more sponsorship opportunities,” “wherein at least one...sponsorship opportunit[y] comprises branding a tangible item distributed to the event attendees,” and/or “marking the request and associated sponsorship offer available to one or more potential providers” as recited in the claims. See claims 1, 16, and 29. Therefore, the Applicants respectfully traverse the rejection of claims 1, 3-13, and 16-30 under 35 U.S.C. § 102.

### **GENERAL CONSIDERATIONS**

By the remarks provided herein, the Applicants have addressed all outstanding issues presented in the Office Action. The Applicants note that the remarks presented herein have been made merely to clarify the claimed invention from elements purported by the Office Action to be taught by the cited references. Such remarks should not be construed as acquiescence, on the Applicants’ part, as to the purported teachings or prior art status of the cited references, nor as to the characterization of the cited references advanced in the Office Action. Accordingly, the Applicants reserve the right to challenge the purported teachings and prior art status of the cited references at an appropriate time.



### **CONCLUSION**

For the reasons discussed above, the Applicants submit that the claims are in proper condition for allowance, and a Notice of Allowance is respectfully requested. If the Examiner notes any further matters that may be resolved by a telephone interview, the Examiner is encouraged to contact Kory Christensen by telephone at (801) 578-6993.

Respectfully submitted,

By: /Kory D. Christensen/  
Kory D. Christensen  
Reg. No. 43,548  
Attorney for Applicant

STOEL RIVES LLP  
One Utah Center  
201 South Main Street, Suite 1100  
Salt Lake City, UT 84111  
Telephone: (801) 328-3131  
Facsimile: (801) 578-6999